

<p>फैरो स्क्रेप निगम लिमिटेड (भारत सरकार का उपक्रम) इक्विपमेंट चौक, सेंट्रल एवेन्यू पोस्ट बॉक्स सं.37 भिलाई-490 001 (छ. ग.) (वेबसाइट- www.fsnl.nic.in)</p>	<p>FERRO SCRAP NIGAM LIMITED (A GOVERNMENT OF INDIA UNDERTAKING) EQUIPMENT CHOWK, CENTRAL AVENUE POST BOX NO.37 BHILAI 490 001(C.G) (Website - www.fsnl.nic.in)</p>
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फोन/PHONE : 0788-2222474, 2222475
फैक्स/FAX : 0788-2220423, 2223884
ईमेल/Email : nivedit.mathur@fsnl.co.in

सीमित निविदा /SINGLE TENDER

इन्क्वायरी संदर्भ संख्या एफ.सी/ENQUIRY REF.NO.FC/ 1643 /2023 दिनांक/DATE: 16-05-2023

Dear Sir,

Please submit your "Quotation" in "sealed cover" addressed to the Assistant General Manager(MM), M/s Ferro Scrap Nigam Ltd., with our Enquiry No., Date & Due Date and "Quotation" superscribed on cover, for the job(s) mentioned below:-

The quotation in sealed cover as above should reach us latest by 2.30 p.m. on 26-05-2023 and shall be opened on the same day at 3.00 p.m.

S/n.	Description	Qty.	Rate for Annual Maint. without GST@
1).	To carry out the Annual Maintenance Contract For EPABX System with 50 Nos. Telephone Instrument & Cables installed at our Corporate Office situated at Equipment Chowk, Central Avenue, Bhilai. Make : NEC, Model No. SL-1000.	1 Set	Rs._____
2).	GST @ _____ % Extra		Rs._____
3).	Total Rate with GST :		Rs._____

(निवेदित माथुर)/ (NIVEDIT MATHUR)
प्रबंधक(सा.प्र.)/ MGR(MM)

NOTE: -

1. This AMC also included supply of spares & Electronic components free of cost. However, the items other than Electronic components shall also be supplied by you. The cost of such items shall be payable at full rate including taxes & duties, if any, on certification of our (P&A) DEPTT.
2. If any breakdown which needs major repair, you will have to arrange a substitute/replacement till the existing one is thoroughly repaired by you and put into service.
3. Please offer your rate per year basis, No advance payment will be made. Payment shall be made quarterly at the end of each quarter against receipt of your bill duly certified by our P&A Deptt. Please confirm your acceptance to our payment term.
4. Termination of maintenance/service contract can be done by either side by serving a 30 day (thirty) notice.
5. During service or attending the breakdown calls if any damage is caused by your technician/engineers to any equipment for mishandling of the unit(s) system, you shall be responsible for that and FSNL shall reserve the right to ask for its full compensation/replacement which may be deducted from your bill(s), if required.
6. Non-compliance of any of the stipulations mentioned above of this enquiry will lead to summary rejection of this tender enquiry.
7. Please refer to the terms & conditions in the separate **Annexure-I** enclosed herewith and confirm each point in your quotation.

(निवेदित माथुर)/ (NIVEDIT MATHUR)
प्रबंधक(सा.प्र.)/ MGR(MM)

Annexure -I

TERMS & CONDITIONS

- 1) **Envelope containing quotation** :- Enquiry No., Date & Due Date must be super scribed on the envelope containing quotation.
- 2) **Price** :- Price shall remain firm through the contractual tenure and hike in price on account shall not be entertained by us . Hence quote your rate accordingly.
- 3) **Validity**: - The above contract shall be valid for a period of one (1) year during the contractual period and it may be renewed further for a period of **one/two years** on satisfactory performance and mutual agreement.
You shall have to attend the system once in a fortnight for regular maintenance/ servicing/check-up of the system and have to ensure trouble free service of entire system with all its units. However, in the event of any breakdown, you have to depute your technician/engineer(s) within 24 hours on receipt of our complaint. No Extra payment shall be made by FSNL for your attending to such breakdown call(s).
- 4) **GST**:- Tenderers are requested to provide GST details as per **Annexure-II & III** & also mention the percentage of GST applicable separately & the rate should be quoted exclusive of GST.
- 5) **GST Registration** :- Tenderer shall ensure that their GST Registration and GST No. is valid and active at the time of opening of the tender.
"If in case the GST status is found invalid & not active, their offer is liable for rejection".
- 6) **Preference to "Make in India"** :- Preference to Make in India will be given as per **Annexure-IV**.
- 7) **Payment**:- Payment shall be made on quarterly basis of actual meter reading within **30 days** from the date of submission of your bill along with certification from our P&A Deptt. towards satisfactory performance of the photo copy machine during the month along with the bill(s).
- 8) **Banker's Details** :- Tenderers are requested to state **Banker's Name, Branch, Account No., IFS Code & PAN No.** for remittance of **payment though NEFT/RTGS**.
- 9) **Supply of Material/Bills** :- The place of supply of material/services and place of submission of bill should be one and same i.e. Billed to and shipped to should be one and same. Tenderer should submit GST return mentioning the GST number of the State where the material has been supplied or services has been provided.
- 10) **Guarantee**:- The whole system including telephone & cables serviced by you shall be deemed to perform totally trouble free. In the event of any defects developed after your servicing the same shall be rectified by you free of cost and spares parts shall be guaranteed.
- 11) **Penalty** :- In case you are not attending the system once in fortnight for regular maintenance and our break down calls within 24 hours on receipt of our complaint. As a penalty charge @ 5% from your quarterly bill shall be deducted.

Date :

Signature :
Name(in block letters) :
Designation :
Rubber Stamp of the Co. :

- 12) **Arbitration**:-All disputes or differences whatsoever arising between you and FSNL out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award given in pursuance thereof shall be binding on you.
- 13) **Liquidated Damages** :- Penalty @ 1/2% per week of the value of the order shall be charged for delay in delivery beyond the scheduled delivery period, subject to a maximum of 5% of the value of the order. Proportionate penalty for delay for part of a week shall also be payable by you. The penalty falling due shall be recoverable from your bill(s). Your offer shall be rejected if this Liquidated damages clause is not accepted.
- 14) However, L.D. is exempted on account of force majeure conditions i.e., Lockout, Strike, Transporter's Strike, Riot, Civil War, Restrictions imposed by Govt. and acts of God like Flood, Earthquake, Fire etc. which are beyond the tenderer's control.
- 15) **Dispute**:- Should any dispute as regards quality, quantity, specification, interpretations of the purchase order terms or methodology for execution of supply arise, the decision of FSNL will be final and binding upon you.
- 16) **Quotations Containing** :-Quotations containing any other conditions other than those stated herein will be treated as conditional offer, which will be rejected.
- 17) **Tender Acceptance** :-The Ferro Scrap Nigam Ltd., does not bind itself to accept and Lowest in or any of the tenders and reserves the right to reject any or all the tenders, reduce or increase the quantities without assigning any reasons whatsoever.
- 18) **Risk purchase**:- In the event, the successful tenderer fails to execute the order within the stipulated time, we reserve the right to get the same executed through some other source and the extra charges, if any on this account shall be payable by the successful tenderer including the duties and taxes thereof.
- 19) **Subletting** :- The tenderer shall not without prior approval of FSNL in writing assign to any other party/parties, the whole/part of the work. Even where such approval is granted by FSNL, tenderer shall not be relieved of his obligations/responsibility.
- 20) **MSME**:- Tenderer(s) falling under MSME category and having valid registration certificate with NSIC, are required to submit registration certificate to enable us to consider under MSME, so that applicable benefits/facilities shall be provided as per procurement policy of Government of India.
- "All MSEs will have to make declaration of Udyog Adhar Memorandum (UAM) number on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs order, 2012 for tenders invited electronically through CPPP".**
- 21) **Termination of Order** :- FSNL reserve the right to terminate the AMC at one month notice without assigning any reasons thereof or incurring any liability thereby.

Date :

Signature :
Name(in block letters) :
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- 22) Were no debarring action against them by any Govt. organization/ CPSE/ Court. Further vendors who are found blacklisted at any later stage their bid/offer shall be liable for cancellation.
- 23) Also, those vendors who cannot execute the job/supply as per the order, FSNL in its sole discretion reserves the right to cancel the order and blacklist the firm without any notice.
- 24) **Environment, health and safety of the organization :-** The supply of materials as stipulated in this enquiry should not adversely affect the environment, health and safety of the organization.
- 25) **Jurisdiction:-** Disputes if any, arising out of this transaction are subject to provisions of competent court having jurisdiction over Durg.
- 26) **Blacklisting :-** You have to declare that you have never been blacklisted and/or there were no debarring action against you by any Govt. organization/ CPSE/ Court. Further if you are found blacklisted at any later stage your bid/offer/order shall be liable for cancellation.
- 27) **Regret letter:-** Please forward your regret letter in case you do not wish to quote.

All the above terms & conditions are acceptable to us

Date :

Signature :
Name(in block letters) :
Designation :
Rubber Stamp of the Co. :

Annexure-II

Vendor Name	Name of Authorised Person under GST with Mobile No. & Email ID.	Place of Business		GST Regn. No. (GSTIN)	Whether under Composition Scheme		HSN Code No.
		Principal Place of Business	Additional Place of Business		Yes	No	

Date:

Signature :
Name (in block letters) :
Designation :
Rubber Stamp of the Co. :

Annexure-III

Following undertaking is to be provided by Contractor/ vendors at the time of submission of quotation:-

- 1.(a) We agree to do all things not limited to providing GST invoices or other documentation as per GST law relating to the above supply, payment of taxes, timely filling of valid statutory returns for tax period on the Goods and Service tax portal etc. that may be necessary to match the invoice on GST common portal and enable FSNL to claim input tax credit in relation to any GST payable under this Agreement or in respect of any supply/ service under this agreement.
 - (b) In case the Input Tax Credit of GST is denied or demand is recovered from FSNL on account of any non-compliance by the vendor/supplier/contractor, including non-payment of GST charged and recovered, the contractor shall indemnify FSNL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance.
 - (c) Contractor/Vendor shall maintain high GST compliance rating track record at any given point of time.
 - (d) The Contractor/ Vendor shall avail the most beneficial notification, abatements, exemptions etc., if any, as applicable for the supplies/services under the Goods and Service Tax.
2. Any invoice issued in favors of FSNL shall contain the following particulars:-
- a. Name, address and GSTIN of the supplier;
 - b. Serial number of the invoice;
 - c. Date of issue;
 - d. Name, address and GSTIN of the recipient (FSNL Unit/C.O)
 - e. Name and address of the recipient and the address of the delivery, along with the State and its code,"
 - f. HSN code of goods or Accounting Code of services;
 - g. Description of goods or services;
 - h. Quantity in case of goods and unit or Unique Quantity Code thereof;
 - i. Total value of supply of goods or services or both;
 - j. Taxable value of supply of goods or services or both taking into discount or abatement if any;"
 - k. Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);"
 - l. Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);"
 - m. Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;"
 - n. Address of the billing where the same is different from the place of supply.
 - o. Signature or digital signature of the supplier or his authorized representative on Invoice.
3. GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner: -
- a. The original copy being marked as ORIGINAL FOR RECIPIENT;
 - b. The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
 - c. The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.
4. GST invoice shall be prepared in duplicate, in case of supply of services, in the following manner: -
- a. The original copy being marked as ORIGINAL FOR RECIPIENT; and
 - b. The duplicate copy being marked as DUPLICATE FOR SUPPLIER.
5. In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details as prescribed in the GST Acts 2017 read with GST Rules, 2017.
6. For the purpose of the above mentioned requirements, the contractor/vendor shall provide necessary documents as may be necessary and shall allow inspection of the same to concerned authorities.

All the above terms & Conditions are acceptable to us.

Date:	Signature	:
	Name (in block letters)	:
	Designation	:
	Rubber Stamp of the Co.	:

Annexure - IV

PREFERENCE TO "MAKE IN INDIA"

1. Purchase preference shall be given to local suppliers in all procurement in the manner specified hereunder: -

- (a) In procurement of goods where the estimated value of procurement is Rs. 50.00 lakhs or less, only the local suppliers shall be eligible. If the procurement of such goods is more than Rs. 50.00 lakhs, the provision as stipulated under shall be applicable as the case may be.
- (b) In procurement of goods which are divisible in number, following procedure shall be adopted:-
- (i) If the L1 bidder is from the local supplier, the contract for full quantity will be awarded to L1 bidder.
- (ii) If L1 bidder is not from the local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference of 20% & contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be awarded to L1 bidders.
- (c) If the procurement of goods which are not divisible in number, such as procurement of services/repairs etc. following procedure shall be adopted:-
- (i) If L1 is from the local supplier, the contract will be awarded to L1 bidder.
- (ii) If L1 is not from a local supplier, the lowest bidder among the supplier will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference of 20% and the contract shall be awarded to such local supplier subject matching the L1 price.
- (iii) In case such lowest eligible supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference of 20% shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local supplier within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

2. VERIFICATION OF LOCAL CONTENT: -

- (i) The local supplier at the time of tender shall be required to provide self-certification that the item offered meets the minimum local content of 50% and shall give details of location(s) at which the local value addition is made.
- (ii) In case the procurement for a value exceeds Rs. 10.00 Crores, the local supplier shall be required to provide certification from statutory auditor or cost auditors of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving percentage of local content.
- (iii) False declaration will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for upto two years as per Rule 151 (iii) of the General Financial Rules alongwith such other action as may be permissible under law.

3. **EXEMPTION OF SMALL PURCHASES:** - Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this order. However, it shall be ensured by procuring entities that procurement is not spilt for the purpose of avoiding the provisions of this clause.

Definition for this purpose will be:-

“Local Content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Local Supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/Departments in pursuance of this order.

“Margin of Purchase Preference” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

All the above terms & Conditions are acceptable to us.

Date :

Signature :
Name (in block letter) :
Designation :
Rubber Stamp of the Co. :